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7 Attorney for Plaintiff, MATT CAMP

8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 MATT CAMP, an individual,

12 Case No.: 5:22-cv-02220 JGB (KKx)

13 Plaintiff,

14 vs.

15 L.A. ARENA COMPANY, LLC; and LA LIVE  
16 PROPERTIES, LLC; and LA LIVE THEATRE,  
17 LLC; ANSCHUTZ ENTERTAINMENT  
18 GROUP, INC., et al, and DOES 1 to 100,  
19 inclusive

20 **VERIFIED COMPLAINT FOR  
21 VIOLATION OF RIGHTS UNDER TITLE  
22 VII OF THE CIVIL RIGHTS ACT OF  
23 1964 [42 U.S.C. 2000e et seq.]**

24 **(DEMAND FOR JURY TRIAL)**

25 Defendants.

26 **INTRODUCTION**

27 Plaintiff, MATT CAMP, brings this action against L.A. Arena Company, LLC, LA Live  
28 Properties, LLC, and LA Live Theatre, LLC, (AEG) a privately held corporation. This action is  
based on violations of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et. seq.) and  
the California Fair Employment and Housing Act (Cal. Govt. Code 12900 et seq.), and the  
common law tort of Wrongful Termination in Violation of Public Policy.

The gravamen of this Complaint is that the Defendant refused to accommodate, retaliated  
against, otherwise discriminated against, and subsequently terminated Plaintiff because he asked

1 for accommodation to his religious beliefs. Defendant knew or should have reasonably known  
2 that Mr. Camp held religious beliefs because he asserted them. Defendant nevertheless failed to  
3 accommodate and terminated an employee in retaliation for seeking an accommodation.

4

5 **JURISDICTION AND VENUE**

6 1) This Court has authority over this action pursuant to 28 U.S.C. § 1331, in federal  
7 questions raised under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. This  
8 Court has supplemental authority over Plaintiff's related claims arising under corollary state  
9 anti-discrimination law pursuant to 28 U.S.C. § 1367(a), and the common law tort of Wrongful  
10 Termination in Violation of Public Policy.

11 2) Venue is proper in the Central District of California under 42 U.S.C. § 2000e-  
12 5(f)(3), in that the Defendant maintains significant operations within the Central District of  
13 California. The location of the company who's the alleged unlawful employment practices took  
14 place is within the Central District of California. This case is appropriate for assignment to the  
15 Los Angeles Division. The Defendant maintains significant operations in Los Angeles County,  
16 and the situs of the alleged unlawful employment practices took place at the Defendant's Los  
17 Angeles company location.

18

**PARTIES**

19

**PLAINTIFF**

20 3) At all times relevant herein, Matt Camp was an employee of AEG and  
21 worked his final position as a Camera Operator. Mr. Camp resided in Orange County when he  
22 first began his employment, but lived in Los Angeles County, for 8 months, and has lived in  
23 Riverside County thereafter and is living in Riverside County presently.

24

**DEFENDANT**

25 4) Upon information and belief, L.A. Arena Company, LLC, LA Live Properties,  
26 LLC, and LA Live Theatre, LLC, are privately held companies operating in the city of Los  
27 Angeles, Los Angeles County, California. At the time of the events that gave rise to this

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- 2 -

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VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS  
ACT OF 1964 [42 U.S.C. 2000E ET SEQ.]

1 Complaint, AEG employed Plaintiff as a Camera Operator. Though DEFENDANT has stated  
2 that Anschutz Entertainment Group, Inc., (AEG), was incorrectly named as party, most of the  
3 documentation referred to by both the Plaintiff and Defendant are from AEG and will be retained  
4 in this suit.

5 **STATEMENT OF FACTS**

6 5) Mr. Camp was employed with AEG, from August 2012 to January 2022. He held  
7 a Camera Operator's position with DEFENDANT.

8 6) Mr. Camp is a follower of the Christian faith.

9 7) Mr. Camp believes that his body belongs to God and is a temple of the Holy  
10 Spirit.

11 8) Mr. Camp believes that it is against his religion to ingest or inject his body  
12 with possible harmful substances.

13 9) On November 17, 2021, Angela Baker, Sr. VP of Human Resources (HR) for  
14 Staples Center, sent a memo to the employees announcing that the Broadcasting and Event  
15 Presentations departments fell under "Covered Persons" for the AEG COVID 19 Vaccination  
16 policy (Policy). AEG's COVID-19 Vaccine Policy will serve as "Exhibit One" to this  
17 Complaint.

18 10) AEG's Policy purportedly allows a Religious Exemption Request to be filed by  
19 employees with a sincere religious belief that would require an exemption from them being  
20 vaccinated with the COVID-19 Vaccine.

21 11) AEG alleged that Mr. Camp was not allowed access to the Control Room or  
22 restricted red zone areas due to his unvaccinated status. AEG stated this was a policy for all  
23 unvaccinated employees. According to Mr. Camp, he and other vaccinated and unvaccinated  
24 employees had access to the control room until his last physical working day on December 26,  
25 2021. This is one instance of many where DEFENDANTS did not adhere to its own safety  
26 measures, but then would use required vaccination status as an excuse to discriminate against  
27 Mr. Camp.

1           12) On December 25, 2021, Mr. Camp submitted his request for a religious  
2 exemption by sending a letter with DEFENDANTS stating his religious reasons for not receiving  
3 the COVID-19 vaccine.

4           13) AEG received a total of 71 requests for exemptions for medical reasons and  
5 religious exemptions. Of the 71 requests, 45 were for religious exemptions, and AEG honored  
6 only six of those exemptions. AEG only offered discriminatory and mocking language, coupled  
7 with trivializing Mr. Camp's religious exemption request. AEG further failed to offer Mr. Camp  
8 any reasonable accommodation.

9           14) Mr. Camp addressed personal family experiences in his concerns for receiving the  
10 vaccine and how they were only a part of his religious reasons for not injecting his body with a  
11 harmful substance. AEG only further mocked Mr. Camp by stating that Mr. Camp's concerns  
12 were "overblown" and "unfounded", and "Camp tries to *dress up* his health concerns as a  
13 religious objection by *sprinkling* the letter with Bible verses and references to God." This is  
14 grossly discriminatory language to anyone's faith that is protected by the First Amendment, 42  
15 U.S.C. 2000e, et seq. of the Title VII of the 1964 Civil Rights Act, and the California Fair  
16 Employment and Housing Act. With such language, AEG puts itself in position as a final judge  
17 of one's faith and what qualifies as religious enough. To further this point, AEG failed to  
18 acknowledge that Mr. Camp stated clearly in his religious exemption letter that these personal  
19 experiences were reasons for concern that were within his religious beliefs.

20           15) On January 6, 2022, AEG had Mr. Camp complete AEG's COVID-19 Request  
21 for Religious Accommodation Interactive Process form to further invade Mr. Camp's right to  
22 freedom of religion by questioning how truly religious Mr. Camp is. Again, this form only  
23 proves that AEG grossly discriminated against Mr. Camp and others in placing AEG as the  
24 deciding factor and judge as to what is religious enough to receive an accommodation. What is  
25 abundantly clear is that this is a sham process where very few employees obtained an  
26 accommodation, because AEG set itself up as the arbiter of what is and what is not religious.

27           16) AEG stated that Mr. Camp offered no accommodations in his request for religious  
28

1 exemption. It is unclear as to why AEG believed that it was the responsibility of the exemption  
2 requesting employee to design and discover a proper accommodation when AEG has stated that  
3 the “Company provides reasonable accommodations” (AEG Policy, 3). Further, AEG has the  
4 ability and control to accommodate Mr. Camp. If Mr. Camp has the ability to provide his own  
5 accommodation, then Mr. Camp would logically also have the ability to accept his own religious  
6 accommodation.

7 17) On January 13, 2022, in AEG’s denial letter, Mr. Camp’s religious exemption was  
8 denied and only offered a choice of taking the vaccine or be terminated.

9 18) AEG’s COVID-19 vaccine policy states that AEG follows the  
10 CDC and California Department of Public Health (CDPH) policies and guidelines (Policy 3, 4).  
11 The CDC and CDPH guidelines both grant exemptions for religious exemptions, weekly testing  
12 of the unvaccinated, and the use of facemask as an alternative to receiving the COVID-19  
13 vaccine.

14 19) AEG was egregiously prejudicial against Mr. Camp when it failed to  
15 follow the guidelines it claims to follow and which it put in writing to its employees. AEG  
16 further failed when it did not honor Mr. Camp’s religious exemption and refused to offer him  
17 weekly testing and the use of facemask as an alternative to receiving the COVID-19 vaccine.

18 20) On September 19, 2022, Mr. Camp obtained a “Right to Sue” letter from the U. S.  
19 Equal Employment Opportunity Commission (EEOC). A “Right to Sue” letter from either  
20 EEOC or California Department of Fair Employment and Housing (DFEH) satisfies the  
21 requirements of both the EEOC and the DFEH. This letter serves as Exhibit Two to this  
22 complaint.

23  
24 **FIRST CAUSE OF ACTION**

25 **Violation of Title VII of the Civil Rights Act of 1964 [42 U.S.C. § 2000e et seq.] Termination**  
26 **and Retaliation based on Religion Against Defendant**

27 21) PLAINTIFF hereby incorporates and realleges the preceding paragraphs, as  
though fully set forth herein.

1       22) Pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a)(1),  
2 it is an unlawful employment practice for an employer: (1) to fail or refuse to hire or discharge  
3 any individual, or otherwise discriminate against any individual with respect to his or his  
4 compensation, terms, conditions, or privileges of employment, because of such individual's race,  
5 color, religion, sex, or national origin; or (2) to limit, segregate, or classify his or his employees  
6 or applicants for employment in any way which would deprive or tend to deprive any individual  
7 of employment opportunities or otherwise deprive or tend to deprive any individual of  
8 employment opportunities or otherwise adversely affect his or his status as an employee, because  
9 of such individual's race, color, religion, sex, or national origin.

10      23) Mr. Camp was, at all times relevant herein, an employee and applicant covered by  
11 U.S.C. § 2000e et seq.

12      24) Mr. Camp held a deeply sincere religious objection to receiving the COVID-19  
13 vaccine injection.

14      24. Mr. Camp's accommodation was denied.

15      25. AEG did not attempt to and refused to accommodate Mr. Camp with any of the  
16 recommended accommodations they provided in AEG's COVID-19 Policy from November  
17 2021.

18      26. Therefore, Mr. Camp's religious beliefs and practices were a motivating factor in  
19 his termination.

20      27. PLAINTIFF suffered significant damages because of Defendant's unlawful  
21 discriminatory actions, including emotional distress, past and future lost wages and benefits, and  
22 the costs of bringing this action. Given the fact that those who do what PLAINTIFF does are a  
23 relatively small community, AEG's conduct caused damage to Mr. Camp's personal and  
24 professional reputation.

25      28. AEG intentionally violated PLAINTIFF'S rights under Title VII with malice or  
26 reckless indifference.

27      29. Mr. Camp is entitled to backpay, front pay, compensatory damages, punitive

1 damages, attorney's fees, costs of suit, a declaration that Defendant violated his rights under  
2 Title VII, and an injunction preventing Defendant from enforcing its discriminatory policies.

3 30. Mr. Camp is entitled to further relief as set forth below in his Prayer for Relief.

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5 **SECOND CAUSE OF ACTION**

6 **Violation of Title VII of the Civil Rights Act of 1964 [42 U.S.C. § 2000e et seq.]**  
7 **Failure to Provide Religious Accommodation Against Defendant**

8 31. PLAINTIFF hereby incorporates and realleges the preceding paragraphs, as  
9 though fully set forth herein.

10 32. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., makes  
11 unlawful employment practice to fail or refuse to accommodate the religious beliefs and  
12 practices of an employee or prospective employee.

13 33. Mr. Camp's suffered significant damages because of DEFENDANT'S unlawful  
14 discriminatory actions, including emotional distress, past and future lost wages and benefits, and  
15 the costs of bringing this action. Given the fact that those who do what PLAINTIFF does are a  
16 relatively small community, AEG's conduct caused damage to Mr. Camp's personal and  
17 professional reputation.

18 34. DEFENDANT intentionally violated Mr. Camp's rights under Title VII with  
19 malice or reckless indifference.

20 35. PLAINTIFF is entitled to backpay, front pay, compensatory damages, punitive  
21 damages, attorney's fee, costs of the suit, a declaration that DEFENDANT violated his rights  
22 under Title VII, and an injunction preventing DEFENDANT from enforcing its discriminatory  
23 policies.

24 36. PLAINTIFF is entitled to further relief as set forth below in his Prayer for Relief.

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### **THIRD CAUSE OF ACTION**

**Violation of the California Fair Employment and Housing Act (Cal. Govt. Code § 12900 et seq.)—Discrimination and Retaliation based on Religious Creed Against Defendant**

37. PLAINTIFF hereby incorporates and realleges the preceding paragraphs as though fully set forth herein.

38. Under FEHA, it is further an unlawful employment practice for an employer to discriminate against an employee in compensation, terms, conditions, or privileges of employment, because of employee's religious creed.

39. Mr. Camp was always relevant herein an employee for purposes of FEHA.

40. PLAINTIFF was always relevant herein a member of a protected religious class.

41. DEFENDANT was always relevant herein an employee for purposes of FEHA.

42. FEHA broadly defines religious creed to include all aspects of observance and practice.

43. DEFENDANT intentionally discriminates against Mr. Camp by making an adverse employment decision against his by terminating his employment after 10 years of service.

44. DEFENDANT demonstrated discriminatory animus toward PLAINTIFF by terminating his employment and showing callous indifference toward his sincere religious beliefs. DEFENDANT subsequently terminated PLAINTIFF without explanation or providing any alternative after PLAINTIFF'S request for religious accommodation. DEFENDANT terminated PLAINTIFF'S employment because of his religious creed. DEFENDANT discriminated against the PLAINTIFF based on his religious beliefs.

45. Mr. Camp suffered damages because of Defendant's unlawful discriminatory actions, including the emotional distress, past and future loss of wages and benefits, and the cost of bringing this action. Given the fact that those who do what PLAINTIFF does are a relatively small community, AEG's conduct caused damage to Mr. Camp's personal and professional reputation.

46. DEFENDANT intentionally violated Mr. Camp's rights under FEHA with malice or reckless indifference, and, as a result, are liable for punitive damages.

47. PLAINTIFF is entitled to such other and further relief as more fully set forth below in his Prayer for Relief.

#### **FOURTH CAUSE OF ACTION**

**Violation of the California Fair Employment and Housing Act (Cal. Govt. Code § 12900 et seq.)—Failure to Provide Religious Accommodations Against Defendant**

48. PLAINTIFF hereby incorporates and alleges the preceding paragraphs as though fully set forth herein.

49. Under FEHA, it is an unlawful employment practice for an employer to terminate a person's employment because of a conflict between the person's religious beliefs or observance and any employment requirement, unless the employer demonstrates that it has explored all reasonable means of accommodation of the religious beliefs or observances.

50. PLAINTIFF was a person and an employee of DEFENDANT within the meaning of FEHA.

51. DEFENDANT was always relevant herein employer of PLAINTIFF for purposes of FEHA.

52. PLAINTIFF is a devout believer in Christianity. DEFENDANT was aware of PLAINTIFF'S sincerely held religious beliefs.

53. PLAINTIFF holds strong beliefs based on his understanding of the teachings of Christianity, which prohibits Mr. Camp from utilizing vaccines made from fetal tissues or anything harmful to his body which he considers a temple of the Holy Spirit.

54. PLAINTIFF requested an accommodation from DEFENDANT. DEFENDANT denied the request claiming an undue hardship in testing that was supplemented by the government, and clearly discriminated against and mocked PLAINTIFF in his religious beliefs.

55. PLAINTIFF notified DEFENDANT'S administration that he would not be getting the vaccine and that he could not compromise his religious convictions.

59. DEFENDANT suggested the PLAINTIFF should come up with acceptable accommodations and offered no accommodations other than PLAINTIFF receive the vaccine or be terminated.

60. DEFENDANT'S refusal to accommodate, or even explore any kind of accommodation of PLAINTIFF'S religious beliefs, was a substantial motivating factor in DEFENDANT'S decision to deprive PLAINTIFF of the employment he had enjoyed for 10 years.

61. PLAINTIFF suffered significant damages because of DEFENDANT'S unlawful discriminatory actions, including emotional distress, past and future lost wages and benefits, and the costs of bringing this action. Given the fact that those who do what PLAINTIFF does are a relatively small community, AEG's conduct caused damage to Mr. Camp's personal and professional reputation.

62. DEFENDANT intentionally violated PLAINTIFF'S rights under FEHA with malice or reckless indifference.

63. PLAINTIFF is entitled to backpay, front pay, compensatory damages, punitive damages, attorney's fees, costs to bring suit, a declaration that DEFENDANT violated PLAINTIFF'S rights under Title VII, and an injunction preventing DEFENDANT from enforcing their discriminatory policies.

64. PLAINTIFF is entitled to further relief as more fully set forth below in his Prayer for Relief.

## **FIFTH CAUSE OF ACTION**

## **Wrongful termination in violation of public policy – Common Law Tort Against Defendant**

65. PLAINTIFF hereby realleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

66. PLAINTIFF was terminated for requesting a religious accommodation in compliance with both Title VII of the Civil Rights Act of 1964, and Cal. Govt. Code § 12900 et seq.

1       67. Cal. Govt. Code § 12920 states, “It is hereby declared as the public policy of this  
2 state that it is necessary to protect and safeguard the right and opportunity of all persons to seek,  
3 obtain, and hold employment without discrimination or abridgement on account of race, religious  
4 creed.”

5       68. Cal. Govt. Code §12920 goes on to state, “Further, the practice of discrimination  
6 because of race, color, religion, sex, gender, gender identity, gender expression, sexual  
7 orientation, marital status, national origin, ancestry, familial status, source of income, disability,  
8 veteran or military status, or genetic information in housing accommodations is declared to be  
9 against public policy.”

10       69. PLAINTIFF was always relevant herein an employee of DEFENDANT and  
11 covered by 42 U.S.C. § 2000e, et seq., prohibiting discrimination in employment based on  
12 religion.

13       70. PLAINTIFF was a person and an employer for purposes of 42 U.S.C. § 2000e, et  
14 seq.

15       71. PLAINTIFF was a person and an employee of DEFENDANT within the meaning  
16 of FEHA.

17       72. DEFENDANT was always relevant herein an employer of Plaintiff for purposes  
18 of FEHA.

19       73. PLAINTIFF is a devout follower of Christianity. DEFENDANT was aware of the  
20 sincere religious beliefs PLAINTIFF held.

21       74. PLAINTIFF held a deeply religious objection to receiving the COVID-19 vaccine  
22 and was denied accommodation although DEFENDANT recognized that PLAINTIFF had  
23 sincerely held beliefs.

24       75. PLAINTIFF told DEFENDANT that he would be willing to adhere to the  
25 suggested accommodations mentioned by DEFENDANT in its COVID-19 Policy distributed  
26 November 2021.

27       76. DEFENDANT did not provide any of these accommodations that it had

1 suggested, and that PLAINTIFF was willing to adhere to.

2 77. PLAINTIFF felt bullied and coerced into getting the COVID-19 vaccine, causing  
3 anxiety and stress due to his employer forcing him to choose between his deeply held religious  
4 beliefs and his financial livelihood and job.

5 78. There were no valid reasons whatsoever for terminating PLAINTIFF'S  
6 employment, other than PLAINTIFF requesting accommodation under Title VII and FEHA.

7 79. PLAINTIFF'S religious beliefs and practices were therefore a motivating factor in  
8 his termination. PLAINTIFF suffered a wrongful termination for exercising his right to seek an  
9 accommodation of his truly sincere religious beliefs entitled to him under Title VII and FEHA.

10 80. FEHA declares by statute that such unlawful termination is in violation of public  
11 policy.

12 81. PLAINTIFF suffered significant harm because of DEFENDANT'S unlawful  
13 discriminatory actions, including emotional distress, past and future loss of wages and benefits,  
14 and the costs associated with bringing this action. Given the fact that those who do what  
15 PLAINTIFF does are a relatively small community, AEG's conduct caused damage to Mr.  
16 Camp's personal and professional reputation.

17 82. DEFENDANT intentionally violated PLAINTIFF'S rights under Title VII and  
18 FEHA with malice or reckless indifference.

19 83. PLAINTIFF is entitled to backpay, front pay, compensatory damages, punitive  
20 damages, attorney's fees, costs of suit, a declaration that DEFENDANT violated his rights under  
21 Title VII, and an injunction preventing DEFENDANT from enforcing its discriminatory policies.

22 84. PLAINTIFF is entitled to further relief as more fully set forth below in his Prayer  
23 for Relief.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFF prays this Court grant relief as follows:

26 A. Award PLAINTIFF backpay, including past loss of wages and benefits, plus  
27 interest;

- B. Award PLAINTIFF his front pay, including future wages and benefits;
- C. Award PLAINTIFF other and further compensatory damages in an amount according to proof;
- D. Award PLAINTIFF noneconomic damages, including but not limited to mental health suffrage;
- E. Award PLAINTIFF his reasonable attorney's fees and costs of suit;
- F. Award PLAINTIFF punitive damages.
- G. Enjoin DEFENDANT from enforcing its discriminatory policies;
- H. Declare that DEFENDANT has violated Title VII of the Civil Rights Act and FEHA; and
- I. Grant PLAINTIFF such additional or alternative relief as the Court deems just and proper.

DATED: 12/15/2022

PACIFIC JUSTICE INSTITUTE

By: Michael Peffer  
MICHAEL PEFFER, ESQ.,  
Attorney for Plaintiff,  
MATT CAMP

**DEMAND FOR JURY TRIAL**

PLAINTIFF, MATT CAMP hereby demands a jury trial in this matter.

DATED: 12/15/2022

## PACIFIC JUSTICE INSTITUTE

By: Michael Peffer  
MICHAEL PEFFER, ESQ.,  
Attorney for Plaintiff,  
MATT CAMP

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4 **VERIFICATION**  
5

6 I, Matt Camp, am the Plaintiff in the above-captioned matter. I have read the  
7 AMENDED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII  
8 OF THE CIVIL RIGHTS ACT OF 1964 [42 U.S.C. 2000e et seq.] and am familiar  
9 with same. The contents are true and accurate and known to me by personal  
10 knowledge except for those matters asserted on information and belief. As to those  
11 matters, I believe them to be true. I declare under penalty of lying under oath,  
12 under the laws of the United States and the State of California, that the foregoing is  
13 true and correct. Executed this *first* day of March 2023, in the County of Los  
14 Angeles, State of California.

15   
16 Matt Camp  
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VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS  
ACT OF 1964 [42 U.S.C. 2000E ET SEQ.]

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**EXHIBIT ONE**

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**VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS  
ACT OF 1964 [42 U.S.C. 2000E ET SEQ.]**



## L. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Los Angeles, District Office  
255 1/4 Temple St, 11th Floor  
Los Angeles, CA 90012  
(213) 785-3050  
Webpage: [www.eeoc.gov](http://www.eeoc.gov)

### **DETERMINATION AND NOTICE OF RIGHTS**

(This Notice replaces EEOC FORMS 161 & 161-A)

Issued On: 09/19/2022

**To:** Mall Camp  
44506 La Paz Rd.  
TEMECULA, CA 92592  
Charge #:

EEOC Representative and email: Joe Huang Valeriano  
Federal Investigator  
joe.huang-valeriano@eeoc.gov

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### **DETERMINATION OF CHARGE**

The EEOC issues the following determination: The EEOC will not proceed further with its investigation and makes no determination about whether further investigation would establish violations of the statute. This does not mean the claims have no merit. This determination does not certify that the respondent is in compliance with the statutes. The EEOC makes no finding as to the merits of any other issues that might be construed as having been raised by this charge.

### **NOTICE OF YOUR RIGHT TO SUE**

This is official notice from the EEOC of the dismissal of your charge and of your right to sue. If you choose to file a lawsuit against the respondent(s) on this charge under federal law in federal or state court, **your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice**. Receipt generally occurs on the date that you (or your representative) view this document. You should keep a record of the date you received this notice. Your right to sue based on this charge will be lost if you do not file a lawsuit in court within 90 days. (The time limit for filing a lawsuit based on a claim under state law may be different.)

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission,

Digital signature of Christine Park-Gonzalez

09/19/2022  
Christine Park-Gonzalez  
Acting District Director

c:  
Robin Samuel  
10250 Constellation Blvd Ste 1850  
Los Angeles, CA 90067

Please retain this notice for your records.

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**EXHIBIT TWO**

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**VERIFIED COMPLAINT FOR VIOLATION OF RIGHTS UNDER TITLE VII OF THE CIVIL RIGHTS  
ACT OF 1964 [42 U.S.C. 2000E ET SEQ.]**

## Fwd: Mandatory Employee COVID-19 Vaccination Policy- Action required

External  
Inbox

M

**Matt Camp <[redacted]@gmail.com>**  
to mpeffer

Wed, Feb 9, 3:05 PM

----- Forwarded message -----

From: **Angela Baker <<[redacted].com>**  
Date: Wed, Nov 17, 2021 at 11:50 AM  
Subject: Mandatory Employee COVID-19 Vaccination Policy- Action required  
To:  
Cc: STAPLES Center HR <<[redacted]>

Hello team,

Please see the AEG COVID 19 Vaccination policy. The Broadcasting and Event Presentations departments fall under "Covered Persons". You are receiving this email because as of today we have not received your proof of vaccination. If you are fully vaccinated, please send proof to <[redacted]>. If you have not yet been vaccinated for COVID-19, please see the policy and deadlines below.

In response to the COVID-19 pandemic, Anschutz Entertainment Group, Inc., on behalf of itself and its affiliates (collectively, the "Company") is implementing a mandatory vaccination policy, subject to the exceptions set out in this policy. This policy is based on the most recent guidance from the Centers for Disease Control and Prevention ("CDC"), the Equal Employment Opportunity Commission ("EEOC"), and other state and federal agencies, and complies with all applicable federal, state, and local laws. Compliance with this policy is a condition of employment for Covered Persons (as defined below) as of the Implementation Date (as defined below). Please read this policy carefully.

## **Covered Persons**

This policy, where allowed by law, applies to the following:

- all full and part-time employees and non-employee contracted staff who work in Company offices;
- all AEG Presents full and part-time employees, including event-based personnel who work outside the office.

## **Vaccination Requirements**

To prevent the infection and spread of COVID-19 in the workplace, protect our workforce from serious illness and business disruptions, and as an integral part of its public health and safety measures, the Company requires Covered Persons to be fully vaccinated against COVID-19, unless the Company has granted an exemption under this policy.

New hires must present proof that they are fully vaccinated against COVID-19 disease or basis for an exemption after receiving an offer of employment but before their start date. The Company will provide additional time to meet this requirement on a case-by-case basis, but in no case may they start employment without receiving their first vaccination dose by their start date and must complete their course of vaccinations within 39 days of the start date, unless they have an approved exemption.

Covered Persons who fail to comply with the requirements of this policy will be subject to disciplinary measures, up to and including termination of employment.

## **Applicable Deadlines**

The Implementation Date for this policy is January 10, 2022. All Covered Persons must be fully vaccinated or have an approved exemption by the Implementation Date.

The deadline to submit proof of full vaccination or a request for accommodation or exemption is December 27, 2021.

## **Approved COVID-19 Vaccines**

Unless an exemption is granted under this policy, Covered Persons must be fully vaccinated with a COVID-19 vaccine for which (i) the U.S. Food and Drug Administration ("FDA") has issued

a license or an Emergency Use Authorization ("EUA") or (ii) the World Health Organization under an Emergency Use Listing ("EUL").

As of August 30, 2021, the FDA has determined that the following COVID-19 vaccines are safe and effective:

- the Pfizer-BioNTech COVID-19 vaccine (2 dose regimen) (FDA Licensed)
- the Moderna COVID-19 vaccine (2 dose regimen)
- the Johnson & Johnson (Janssen) COVID-19 vaccine (1 dose regimen)

An individual is considered "fully vaccinated" two weeks after the second dose of a two-dose vaccine (Moderna or Pfizer) or two weeks after a single-dose vaccine (Johnson & Johnson).

### **Proof of Vaccination**

Covered Persons must submit proof of their vaccination by providing a copy of their CDC vaccination card (or foreign equivalent in the case of Covered Persons who received their vaccinations abroad), official documentation issued by a State vaccine registry, or an official medical record. Employees should not include any other medical or genetic information with their proof of vaccination. The Company will promptly return such proof of vaccination to Covered Persons and will keep retained vaccination information confidential as and to the extent required by law.

### **Vaccine Administration**

Covered Persons are responsible for scheduling and obtaining all doses of an approved COVID-19 vaccine **no later than December 27, 2021**. Covered Persons may get vaccinated during their regularly scheduled work hours, if feasible.

### **Accommodation and Exemption Requests**

#### Disability or Medical Accommodation

In accordance with the Company's ADA and Disability Accommodations Policy, the Company provides reasonable accommodations, absent undue hardship, to qualified individuals with disabilities that enable them to perform their job duties. Reasonable accommodation may include appropriate adjustment or modifications of employer policies, including this policy.

Exemptions or short-term deferrals of the requirements of this policy for other medical reasons may be available on a case-by-case basis for conditions such as pregnancy, history of certain allergic reactions, and any other medical condition that is a contraindication to the COVID-19 vaccine, even if such conditions do not qualify as a disability under federal, state, or local law.

The Company will engage in an interactive dialogue with you to determine whether an exemption is appropriate and can be granted without imposing an undue hardship on Company operations or posing a direct threat to you or others in the workplace. However, the Company reserves the right to take any necessary and appropriate steps, including imposing alternative COVID-19 prevention measures, to ensure that the individual does not pose a direct threat to the health or safety of others in the workplace.

If you believe you need an accommodation regarding this policy because of a disability or medical condition, you are responsible for requesting a reasonable accommodation as described below.

#### Religious Accommodation

The Company provides reasonable accommodations, absent undue hardship, to employees with sincerely held religious beliefs, observances, or practices that conflict with work requirements, including this policy.

If you believe you need an accommodation regarding this policy because of your sincerely held religious belief, you are responsible for requesting a reasonable accommodation as described below.

## Interactive Process

The Company will engage in an interactive dialogue with you to determine the precise limitations of your ability to comply with this policy and explore potential reasonable accommodations that could overcome those limitations. The Company encourages employees to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested and may provide an alternative effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company or posing a direct threat to you or others in the workplace.

## How to Request an Accommodation or Exemption

You may request a reasonable accommodation or other exemption from this policy by completing the Company's Request for Exemption from Vaccination Policy Form and returning it to your Human Resources Representative. The forms are available from your Human Resources Representative.

## Determinations

The Company makes determinations about requested accommodations and exemptions on a case-by-case basis considering various factors and based on an individualized assessment in each situation. The Company strives to make these determinations expeditiously. The Company will make such determinations in a fair and nondiscriminatory manner and will inform you after we make a determination. If you have any questions about an accommodation or exemption request you made, please contact your Human Resources Representative.

## Alternate COVID-19 Prevention Measures / Continued Testing for Approved Exemptions

Covered Persons who are granted an exemption or deferral under this policy, or whose request for such an exemption/deferral is pending, must continue to comply with the Company's 72 hour COVID-19 testing requirement for site access, as well as any other safety practices or requirements specified by the Company. For more information, contact your Human Resources Representative.

### **Continued Applicability of Other Infection Control Policies and Protocols**

This policy is a key part of our overall strategy and commitment to maintaining a safe and healthy workplace in light of the COVID-19 pandemic. This policy is designed for use together with, and not as a substitute for, other COVID-19 prevention measures, including the Company's Workplace Re-Opening Policies and Procedures, venue specific policies and guidance, and any applicable public health or safety orders in a particular jurisdiction. Company policies are intended as the minimum requirements for our employees and understand that there may be additional requirements and restrictions imposed on certain event workers by professional sports leagues, promoters, performers or artists.

### **GINA Safe Harbor**

The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, **we ask that you not provide any genetic information when responding to this request for medical information.**

"Genetic information," as defined by GINA, includes:

- An individual's family medical history.
- The results of an individual's or family member's genetic tests.
- The fact that an individual or an individual's family member sought or received genetic services.
- Genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

### **Policy Administration and Questions**

If you have any questions about this policy or about health and safety issues that are not addressed in this policy, please contact your Human Resources Representative.

#### **Policy Modification**

Government and public health guidelines and restrictions and business and industry best practices regarding COVID-19 and COVID-19 vaccines are changing rapidly as new information becomes available and further research is conducted. The Company reserves the right to modify this policy at any time in its sole discretion to adapt to changing circumstances and business needs, consistent with its commitment to maintaining a safe and healthy workplace.

#### **Enforcement and Non-Retaliation**

Failure to comply with or enforce this policy may result in discipline, up to and including termination of employment.

The Company prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a violation of this policy or any other health and safety concern. Employees also have the right to report work-related injuries and illnesses, and the Company will not discharge or discriminate or otherwise retaliate against employees for reporting work-related injuries or illnesses or good faith health and safety concerns.

Please reach out to me or a member of HR with any questions.

Thank you,

Angela

**ANGELA BAKER**

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SVP, HUMAN RESOURCES & OFFICE SERVICES  
<[redacted]

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# Amended Complaint

Final Audit Report

2023-03-01

Created:	2023-03-01
By:	Michael Peffer (mpeffer@pji.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4DDuCsSh5PGcbIMY2J7OoWU2suQMDJ6S

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